

GENERAL COMMERCIAL TERMS AND CONDITIONS

1. These General Commercial Terms and Conditions (hereinafter referred to as **"GCTC"**) govern the relations between the client ordering the carriage – company EUROFRIGO s.r.o., with its registered office at Panónska cesta 4/A, 851 04 Bratislava, Slovak Republic, ID No.: 43 896 570, registered in the Commercial Register of the District Court of Bratislava, Section: Sro, Insert No. 116626/B (hereinafter referred to as the **"Client"**) on one side and natural persons – entrepreneurs and legal persons as carriers (hereinafter referred to as the **"Carrier"**) on the other side, that come to existence in relation to conclusion of a contract of carriage (hereinafter referred to as the **"Contract of Carriage"**) between the Client and the Carrier (together hereinafter referred to as **"Contracting Parties"**, and each individually as the **"Contracting Party"**).
2. The GCTC apply to all the contractual relations between the Client and the Carrier emerging in relation to conclusion of the Contract of Carriage.
3. The rights and obligations of the Contracting Parties included in these GCTC create another part of the content of Contracts of carriage which, in compliance with the provisions of Section 273 of Act 513/1991 Coll. Commercial Code, as amended, valid and effective in the Slovak Republic (hereinafter referred to as **"Commercial Code"**) refer to the use of the GCT.
4. The Client is entitled to unilaterally modify the content of these GCTC by the means of these GCTC, while such modifications are binding and govern all the contractual relations and carriages thereby arising after the entry into force of the new published wording of these GCTC.
5. Should the Contracting Parties conclude a Contract of Carriage pursuant to these GCTC, any other modifications of the rights and obligations governed in these GCTC shall be agreed on by the Contracting Parties in writing (through a numbered annex).
6. Unless otherwise provided herein, the terms defined below shall have the following meaning:
 - "CMR Convention"** means the Convention on the Contract for the International Carriage of Goods by Road;
 - "Carrier"** means the entity which, on the basis of the order, performs the carriage of the Goods; if the entity to which the order is directed, authorizes another carrier to perform the carriage, the entity shall bear the liability for such other carrier as if the carriage were performed by itself, and for the purpose of the Contract for the Carriage, such entity shall be the Carrier in relation to the Client;
 - "Carriage"** means the national or international carriage of the Goods by road from the place of loading to the place of unloading designated in the order for the performance of the carriage;
 - "Goods"** means the goods being carried by the Carrier from the place of loading to the place of unloading designated in the order for the performance of the transport as provided by the Client;
 - "Parties"** means jointly the Client and the Carrier.
7. Before concluding the Contract of Carriage, the Client shall create an order (hereinafter referred to as the **"Order"**) using freight-forwarding system SPED, while the Carriers shall accept such form of the Order either via (i) sending a scan of the signed Order in annex of the confirmation e-mail, or (ii) e-mail acceptance of the Order by the Carrier. In such case, e-mail confirmation of the wording of the Order by Carriers is sufficient for conclusion of a Contract for carriage. E-mail confirmation of Orders via usual e-mail addresses of the Contracting Parties is a credible way of Order acceptance from the Carrier's side, while signing of printed Order by any of the Contracting Parties is not required. The Contract of Carriage is concluded when the signed Order or an exclusively confirming e-mail is delivered to the Client.
8. Should the carrier mark any modifications in the original wording of the Order created by the Client, this does not represent accepting of the Order, but a new draft of the Order for Carriage, while in such case the marked modifications shall be confirmed by the Client.

9. The Contract of Carriage shall be concluded even in case that the vehicle is made available for the loading of the Goods. However, the Carrier shall be obliged to confirm the acceptance of the Order in a way pursuant to these GCTC no later than 24 hours prior to the commencement of the Carriage and in particular to specify the number plate of the vehicle by which the Carriage will be performed. If the Order is sent to the Carrier less than 24 hours prior to the commencement of the Carriage, the Carrier shall be obliged to confirm the acceptance of the Order in a way pursuant to these GCTC no later than the commencement of the Carriage.
10. The Carrier shall be liable for any damage incurred as a result of:
 - a. the loading of unsuitable Goods at the place of loading;
 - b. the intentional overloading of the vehicle;
 - c. the use of an unsuitable vehicle for the performance of the Carriage; and
 - d. the neglect of obligations stipulated herein;
11. The Carrier shall be obliged to perform the Carriage in accordance with this Contract of Carriage and the provisions of the CMR Convention.
12. The price for the Carriage shall also include costs related to waiting for the loading and/or unloading of the Goods for a total period of not more than 24 hours. This period shall be extended by public holidays and weekends which commence within the above-mentioned period of 24 hours. If costs related to the waiting for the loading and unloading of the Goods are incurred for a period of more than 24 hours, the record of the delay must be executed and its original must be attached as annex to the invoice issued in accordance with Article 20 and confirmed by the sender of the Goods.
13. The Client is entitled unilaterally to set-off all the already received performances for payment of Carrier's obligations, regardless which invoice payment the Client received. The Carrier hereby gives their consent to unilateral set-off from the Client's side even in case of mutual claims due to contractual fines and damage reimbursement. The Client's right to withdraw from the Contract of Carriage is not affected.
14. The Carrier shall be liable for the proper loading and unloading of the Goods, securing the Goods against any fall, slip, shift or any free movement of the Goods during the Carriage, melting or overheating and/or against any other parameters or circumstances as a result of which the Goods could be damaged, devalued and/or destroyed. The Carrier shall be obliged to measure the temperature of the Goods being loaded and record it in the CMR consignment note. If the Carrier cannot be present at the loading and unloading of the Goods due to reasons on the part of the sender or recipient of the Goods, it shall be obliged to enter such reservation in the CMR consignment note; otherwise it may not refer to it. In the event of any discrepancy between the quality and condition of the Goods at their loading or unloading, the Carrier shall be obliged to immediately notify the Client of this fact.
15. The Carrier shall be obliged to notify the sender of the unsuitable stowage of the Goods and/or any other deficiencies which may result in the damage and /or total or partial loss of the Goods during the Carriage (the "**Consignment**"). If the sender does not remove the deficiencies despite receiving the Carrier's notification, the Carrier shall be obliged to enter such reservation in the CMR consignment note and immediately notify the Client of this fact.
16. The vehicle used for the Carriage must be free of any odour or dirt. Without the Client's written consent, the Goods may not be carried together with another load or reloaded to a vehicle other than the one specified in the order and confirmed by the Carrier for the performance of the Carriage. The reported vehicle may only be replaced by another vehicle with the Client's prior written consent. The breach of this obligation may be deemed to be the intentional loss of the Consignment.
17. Without the Client's written consent, the Carrier may not enter into any direct contractual relationship with the Client's customers or contact them in any manner in relation to the performance of the Carriage. If the Carrier breaches the abovementioned obligation, the Client shall be entitled to the payment of a contractual penalty in the amount of 100% of the price for the Carriage pursuant to the Contract of Carriage, while its claim for compensation for damage shall remain unaffected thereby.
18. In the event of threatened danger or delay in the delivery of the Goods, the threat of the incurrance of damage and/or in the event of the occurrence of other unforeseeable circumstances, the Carrier shall be

obliged to immediately notify the Client of such facts and proceed according to the Client's instructions. For the avoidance of doubt, notifying the Client of incurred damage shall not have any effect on the Carrier's liability for such damage.

19. The Carrier shall not be entitled to use another carrier for the performance of the Carriage unless otherwise agreed in writing with the Client in the order.
20. The Carrier shall be obliged to send an invoice for the performance of the Carriage no later than seven (7) days from the performance of the Carriage (the "**Invoice**") to the following delivery address: EUROFRIGO s.r.o., Panónska cesta 4/A, 851 04 Bratislava, Slovak Republic, or upon prior agreement with the Client, in electronic form to the e-mail address invoice@eurofrigo.sk, as assumed in Article 14.
21. In addition to the Invoice, the Carrier shall also be obliged to deliver to the Client one (1) counterpart of the CMR consignment note and other documents (delivery notes in particular) which are not designated for the sender or the recipient of the Goods (the "**Documents**"). In the event of the electronic delivery of the Invoice, the Carrier shall also be obliged to deliver the Documents in documentary form to the delivery address specified in Article 20 no later than seven (7) days from the performance of the Carriage.
22. The due date of the Invoice shall be 60 days from its delivery. If the Invoice and the Documents are not delivered to the Client within the period specified in Article 20 hereof, the due date of the Invoice shall be extended by the number of days of delay of the Carrier with the proper performance of its obligations set forth in Article 20 and Article 21, however, at least for other thirty (30) days. If the due date of the Invoice is otherwise agreed in the order, the determination of the order confirmed by both Parties shall apply; the provisions of this Article regarding delays with the delivery of the Invoice and/or the Documents shall apply accordingly.
23. In the event of damage to the Goods for which the Carrier is liable, the Invoice shall become due at the moment of the Carrier's payment of the compensation for damage to which the Client is entitled, while the Client shall be entitled to set off the price for the Carriage against the compensation for damage in the amount in which they overlap. If the Carrier's liability for damage is disputable, the Invoice shall become due and payable at the moment of issuance of the decision by the competent court regarding the scope of the Carrier's liability for the incurred damage.
24. During the Carriage of the Goods in which EUR-pallets are exchanged, the Carrier shall be obliged to ensure that the correct number of undamaged EUR-pallets is exchanged. If the Carrier does not exchange the correct number of EUR-pallets, the Client shall be entitled to the payment of a contractual penalty in the amount of EUR 15 per each missing EUR-pallet, while the claim for the compensation for damage shall remain unaffected thereby. The document regarding the exchange of EUR-pallets (the pallet exchange statement) shall form part of the Documents and must be delivered to the Client in accordance with Article 21 hereof. At the same time, the Carrier acknowledges that the Client is entitled to charge a processing fee in the amount of 15 EUR in case that a replacement and/or replenishment of EUR-pallets is required.
25. During the Carriage, the Carrier shall be obliged to use a vehicle with a functional thermograph pre-cooled to the temperature stated in the order and/or the CMR consignment note. The Carrier shall also be obliged to ensure that the temperature of the carried Goods specified in the order and/or the CMR consignment note is maintained during the Carriage. The extract from the thermograph shall form part of the Documents and must be delivered to the Client in accordance with Article 21 hereof.
26. If the Carrier breaches its obligation to load the Goods at the time and place of the loading, or unload the Goods at the time and place of the unloading as agreed herein and/or damages, devalues or loses or improperly disposes of the Goods during the performance of the Carriage, the Client shall be entitled to a contractual penalty in the amount of 100% of the agreed price for the Carriage pursuant to the Contract of Carriage, while the entire claim for compensation for damage shall remain unaffected thereby. If the Carrier breaches any of its obligations regarding the reporting of damage incurred to the Goods during the performance of the Carriage and/or damages or loses the Documents and/or documents which it is obliged to take over from the sender or recipient of the Goods or the Client, the Client shall be entitled to the payment of a contractual penalty in the amount of 80% of the price for the Carriage pursuant to the Contract of Carriage, while the claim for the compensation for damage shall remain unaffected thereby. In the event of a breach and/or neglect of the obligations of the Carrier regarding its proper performance of the Carriage of the Goods, the Client shall be entitled to the payment of a contractual penalty in the amount of 50% of

the price of the Carriage pursuant to the Contract of Carriage, while the entire claim for the compensation for damage shall remain unaffected thereby.

27. Any and all contractual penalties specified herein may be exercised simultaneously, and the exercise of one of the contractual penalties does not mean that the Client's claim for the set-off of another contractual penalty, if such claim arises, shall cease to exist.
28. The Carrier particularly undertakes to observe, besides all the national and international legislation, the provisions regarding the minimum salary applicable to employees in the area of carriage applicable on the territory of any member state of the European Union at the time of the performance of the Carriage (including the transit) and to issue to the Client any and all confirmations, declarations and/or consents which are necessary pursuant to such legal regulation, or to deliver any and all declarations, confirmations and/or permits to the relevant customs, tax and/or other affected authorities of the relevant state in which the Carriage is performed. The Carrier also agrees that the Client shall be entitled to provide any and all such confirmations, declarations and consents to its contractual partners through which the Carriage is being procured. If, based on such confirmations, declarations and consents provided by the Carrier, the Client confirms to its contractual partners information requested pursuant to the national legislation which proves to be untrue, incomplete, misleading and/or in another manner insufficient for the confirmation of the status of the Carrier pursuant to the national regulations, the Carrier shall be liable for the damage incurred by the Client, including any and all claims arising from the breach of obligations by the Carrier during the performance of the Carriage. Any claim for contractual penalties under these General Business Terms and Conditions shall remain unaffected thereby, while the damage may be enforced in full beyond the scope of the exercised contractual penalties.

29. **Arbitration Clause**

„The Parties hereunder have agreed that in accordance with the Article 3 and 4 Section 1 of the Act No. 244/2002 Coll. on Arbitration, as amended, any and all disputes, controversy, or claims arising out of or in relation to, this Contract, including the validity, invalidity, breach or termination thereof, shall be resolved by the Court of Arbitration - Permanent Court of Arbitration established by the Slovak Agricultural and Food Chamber, Záhradnícka 21, 811 07 Bratislava - Nové Mesto, Slovak Republic, ID No.: 31826253, in accordance with the Rules of Arbitration and the Statute of the Court of Arbitration. The number of arbitrators shall be one, being appointed by the Chairman of the Court of Arbitration. The Parties hereby undertake to follow the decision of the Court of Arbitration which shall be final, binding and enforceable. The Parties have agreed that in accordance with the Article 22a of the Act No. 244/2002 Coll. on Arbitration, as amended, the Court of Arbitration may upon request of the party to arbitration order provisional measures without hearing of the opposite party to arbitration.”

All the conflicts from Contracts of Carriage or in relation to Contracts of Carriage shall be governed by the legislation of the Slovak Republic.

30. These GCTC become valid and effective on 1 January 2018, and shall apply to all the Orders and Contracts of Carriage concluded between the Client and the Carrier as of the day when these GCTC came into force.
31. The current wording of the GCTC shall be accessible to Carriers on the Client's website.